

**Explanatory Note**  
**Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)**  
**and**  
**Property Development Projects Pty Ltd (ACN 640 092 422)**  
**and**  
**Denham Court Investments Pty Ltd (ACN 640 078 860)**  
**Draft Variation to Planning Agreement**

**Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the Variation of Planning Agreement over 50 Tennant Street, Bellbird 2325 NSW (the **Variation of Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act 1979* (the **Act**).

This explanatory note has been prepared having regard to the Planning Agreements Practice Note and its contents have been agreed by the parties.

**Parties to the Variation of Planning Agreement**

The parties to the Variation of Planning Agreement are the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) (the **Minister**), Property Development Projects Pty Ltd (ACN 640 092 422) (**PDP**) and Denham Court Investments Pty Ltd (ACN 640 078 860) (the **Landowner**).

**Description of the Subject Land**

The Variation of Planning Agreement applies to Lot 10 in Deposited Plan 806584 known as 50 Tennant Street, Bellbird 2325 (**Subject Land**).

**Description of the Proposed Development**

PDP and the Landowner had earlier, under Development Application DA 8/2020/20865/1 lodged with Cessnock City Council, sought to subdivide part of the Subject Land into approximately 107 residential lots (**Earlier Proposed Development**).

PDP and the Landowner are now seeking to subdivide the remainder of the Subject Land into approximately 123 residential lots over 5 stages generally in accordance with Development Application DA 8/2021/22164/1 which has been lodged with Cessnock City Council (**Proposed Development**). PDP and Landowner have made an offer to the Minister to vary the planning agreement entered into between the parties in respect of the Earlier Proposed Development (**Planning Agreement**) to take into account the Proposed Development.

An indicative plan of the Proposed Development is at the end of this explanatory note.

## **Summary of Objectives, Nature and Effect of the Planning Agreement as varied by the Variation of Planning Agreement**

The Planning Agreement as varied by the Variation of Planning Agreement provides that PDP and the Landowner will make a monetary contribution of \$86,603 per hectare of net developable area (subject to indexation in accordance with the Planning Agreement) (**Development Contribution**) for the purposes of the provision of designated State public infrastructure within the meaning of clause 6.1 of *Cessnock Local Environmental Plan 2011 (LEP)*.

An instalment of the Development Contribution will be payable prior to the issue of each relevant subdivision certificate in accordance with Schedule 4 to the Planning Agreement as varied by the Variation of Planning Agreement.

PDP and the Landowner are required to provide a \$20,000 bank guarantee in accordance with Schedule 5 to the Planning Agreement as varied by the Variation of Planning Agreement.

The objective of the Planning Agreement as varied by the Variation of Planning Agreement is to facilitate the delivery of the contributions from PDP and the Landowner towards the provision of designated State public infrastructure referred to in clause 6.1 of the LEP.

No relevant capital works program by the Minister is associated with the Planning Agreement as varied by the Variation of Planning Agreement.

## **Assessment of Merits of Planning Agreement as varied by the Variation of Planning Agreement**

### **The Public Purpose of the Planning Agreement as varied by the Variation of Planning Agreement**

In accordance with section 7.4(2) of the Act, the Planning Agreement as varied by the Variation of Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) public amenities or public services;
- the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Minister, PDP and the Landowner have assessed the Planning Agreement as varied by the Variation of Planning Agreement and all hold the view that the provisions of the Planning Agreement as varied by the Variation of Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that PDP and the Landowner make an appropriate contribution towards the provision of infrastructure, facilities and services.

### **How the Planning Agreement as varied by the Variation of Planning Agreement Promotes the Public Interest**

The Planning Agreement as varied by the Variation of Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Subject Land.

The offer by PDP and the Landowner to contribute towards the provision of designated State public infrastructure will have a positive impact on the public who will ultimately use it.

### **Requirements relating to Construction, Occupation and Subdivision Certificates**

The Planning Agreement as varied by the Variation of Planning Agreement does not specify requirements that must be complied with prior to the issue of a construction certificate or an occupation certificate.

The Planning Agreement as varied by the Variation of Planning Agreement requires an instalment of the Development Contribution to be paid prior to the issue of the relevant subdivision certificate and therefore contains a restriction on the issue of a subdivision certificate within the meaning of section 6.15(1)(d) of the Act.

## Indicative Plan of the Proposed Development

